

This **Memorandum of Understanding** (MoU) is entered into on 1 September 2016 between Arts Council England (ACE) and the Canal & River Trust (the Trust).

1. The Parties

1.1 Arts Council England is the national development agency for the arts in England, distributing public money from Government and the National Lottery. Its 10-year strategic framework, *Great art and culture for everyone*, states: “we want arts and culture to thrive and to be excellent, and we want to make sure we and others create the right conditions for that; we want as many people as possible to be stimulated by arts and culture wherever they are.”

1.2 The Canal & River Trust was established as a charity in 2012 as the guardian of 2,000 miles of historic waterways across England and Wales. The Trust cares for the nation’s third largest collection of listed structures, as well as museums, archives, and hundreds of important wildlife sites. We believe that waterways are special places where people, nature and the arts can flourish.

2. Vision

2.1 The principal outcome of this agreement will be high-quality, socially engaged, contemporary arts programming in the Canal & River Trust network to reach and engage new arts audiences and new visitors to the waterways. Working with high calibre arts partners and third parties artists and producers will bring to life the unique heritage, rare environments and varied communities that make up the waterways of England.

2.3 This second MoU will stimulate many more contemporary arts projects and events across the art forms, connecting diverse communities along waterway corridors in urban and rural areas in England. Many of these communities have limited access to both the arts and the waterways.

2.4 The arts will become increasingly embedded within the Trust’s core work, helping to deliver its vision to create ***living waterways that transform places and enrich lives.***

3. Background

3.1 The Canal & River Trust offers a network of 2,000 miles of canals and rivers, enabling millions of people the opportunity to step away from high-speed lives, to escape and find inspiration. This document builds on the previous MoU between the two parties and is aimed at **creating Britain’s longest and most accessible cultural space**. The waterways we look after flow through some of the UK’s most creative cities and outstanding countryside. However, there are many areas and ‘hinterlands’ near or alongside the canals with high levels of deprivation - in both rural and urban areas.

3.2 The [Arts on the Waterways](#) programme was initiated by the Trust in 2012 in partnership with Arts Council England through the first MoU (2012-2015), and more recently with strategic support from the Arts Council of Wales. It has extended the historic association between art and the waterways by working with talented artists and arts organisations based near, or inspired by, canals and rivers.

3.3 In three years during the previous MoU, the Trust's Arts on the Waterways programme grew from a pilot of six projects in 2013 to more than 50 delivered, or in the pipeline. These encompassed a range of art forms, from performance poetry to sound art, opera and cinema with more than 120 established and upcoming artists involved. Overall there has been a measurable impact with Arts events seen as an effective driver of visits to Canal & Rivers Trust sites, with three quarters of visitors aware of the arts event before their visit.

4. Partnership Principles

The following are key objectives for the arts programme during the period of this MoU. Following the signing of the MoU, a detailed plan will be developed to show expected outcomes and impact as part of the Trust's Outcome Framework, showing how these will deliver against the Trust's strategic priorities and Arts Council England goals.

Audience engagement

1. To support the key objective of reaching diverse audiences with these projects, Canal & River Trust will plan its programme in dialogue between its regional managers, Arts Council England area teams, and national portfolio organisations.
2. To ensure a clear branding and communications strategy for Arts on the Waterways to ensure both partners can speak clearly, internally and externally, about the value of the Arts on the Waterways programme and how the programme relates to their individual corporate strategies. It will also ensure the coordination of joint and separate messages communicated by the Canal & River Trust and Arts Council England.

Artistic quality and talent

3. To ensure that high-quality, innovative and creative programming is built on and sustained through the Arts on the Waterways programme regionally and nationally and continue to work with high calibre contemporary artists across art forms including ephemeral, visual arts, writers and performance-based work
4. To embed talent development into the Arts on the Waterways programme, delivering career changing opportunities for artists to create new work in historical and natural settings, measuring the impact of these opportunities on artists' career progression.

Working in heritage

5. To ensure professional curators and producers, artists and art organisations work sensitively with Trust conservation, heritage, museum and environmental specialists in line with the Trust's guidelines. To ensure that there is a shared understanding of roles and responsibilities of working in heritage settings.

Organisational development and legacy

6. To ensure a sustainable legacy of this programme, the Trust's waterways regions and museums will aspire to include contemporary arts programming in their business plans. This will contribute to increasing public awareness of, and support for, the Canal & River Trust. To ensure contemporary arts

programming and Arts on the Waterways is endorsed by the Trustees and senior national and regional senior management.

7. To share learning about creative commissioning at the Canal & River Trust and with the wider heritage sector. Regional artistic activities will be supported through the national arts team to continue to build capacity and confidence of staff and volunteers.

Monitoring, evaluation and outcome

8. All activity within the Arts on the Waterways programme will be subject to evaluation. A national approach to qualitative and quantitative audience data collection and artistic activity will be continued. This will provide feedback on audiences attending and participating in Arts on the Waterways projects and inform future programming. The Trust will work with the Audience Agency and the other heritage organisations in the national agencies network to develop a national benchmark to help measure visitors' understanding and appreciation of contemporary arts in heritage and environmental contexts. The Trust will evaluate artistic outputs achieved and use that to inform future artistic strategy and targets.

Funding

9. The Trust is committed to supporting and enabling this work and has dedicated staff resource to lead and facilitate this vision. Arts Council England will welcome applications from The Trust and its partners into its Grants for the Arts and strategic funding programmes as relevant, subject always to the proviso that Arts Council England cannot fetter its grant making discretion and therefore cannot guarantee that any such bid will be successful. The Trust will endeavour to increase investment through its core funds and fundraising

Participation in a peer network

10. To share learning about creative commissioning and the role of arts in place making at the Canal & River Trust and in the museum/heritage sector. To contribute to the national network of agencies involved with contemporary arts in heritage and environmental contexts.

5. Programme structure, management and governance

5.1 During the period of this agreement the Trust aspires to deliver great arts in every waterway region as well as within its museums, major works and property initiatives.

5.2 Arts on the Waterways will be led by the national executive producer, working with a small team of freelance and permanent regional producers to cover Wales, north England, south England and London. An internal group including senior managers and operational staff within the Trust will provide strategic and operational guidance.

5.3 The programme will continue to be advised by the external Arts on the Waterways Advisory Group. The Trust will review and strengthen its terms of engagement, increasing its influence and role.

5.4 The internal group will meet twice per year and will share one meeting per year with the advisory group. There will be standing invitations to attend the advisory group to the representatives of the Arts Councils of England and Wales as observers

5.5 The national Executive Producer will continue to have a national contact at Arts Council England, and the part time curators will liaise with the nominated Area contacts in Arts Council England.

6. Good partners agreement

6.1 Arts Council England and the Canal & River Trust will each inform the other partner prior to any sensitive messages emerging that might impact on either organisation. Both parties will share information with each other about any agreements with third parties as appropriate. Both parties will observe confidentiality as required in relation to shared information that is not in the public domain.

6.2 Arts Council England is a 'public authority' for the purposes of the Freedom of Information Act 2000 ('the FOI Act'). Subject to certain exceptions, Arts Council England is required to supply information to members of the public on request. This potentially includes any information that relates to activity conducted under the terms of this MoU. The Canal & River Trust agrees to notify Arts Council England as soon as possible if it considers any information it give Arts Council England to be confidential or covered by one or more of the other FOI Act exceptions. However, Arts Council England will make the decision on disclosure in accordance with the FOI Act and the Canal & River Trust accepts that Arts Council England will not be liable for any loss or damage the Canal & River Trust may suffer from such a disclosure of information under the FOI Act. This clause will not affect the rights of the Canal & River Trust under the Data Protection Act 1998.

7. Term of the MoU

7.1 This MoU shall take effect from the date of signature by both parties and continue, in the first instance, for four years. It will be reviewed after the first six months and annually thereafter by both parties' lead officers. It is not intended to – and shall not – create any legal obligation between the parties.

8. Action plan

8.1 Following the signing of this MoU, Arts Council England and Canal & River Trust will draw up an action plan in line with this MoU. This plan will form an appendix to the Memorandum of Understanding and will be annexed as a schedule to this Memorandum of Understanding. It will include an overall evaluation framework and methodology for annual reporting, which will feature input from all funded projects and from Arts Council England's national and area teams.

Signed by:

Name Darren Henley

Signature _____

for and on behalf of **Arts Council England**, 14 Great Peter Street
London, SW1P 3NQ

and

Name Richard Parry

Signature _____
for and on behalf of **The Canal & River Trust**